

Independent Contractor Name: ALLIED RECOVERY

Independent Contractor Code: 33496

Independent Contractor Address: P.O. Box 527
Springfield, MO 65801

REPOSSESSION SERVICES AGREEMENT

By signing below, Credit Acceptance Corporation ("Credit Acceptance") and the independent contractor identified above ("Contractor") agree to be bound by all of the terms and conditions set forth in this Repossession Services Agreement ("Agreement").

1. RECITALS

- A. Credit Acceptance is a sales finance company that provides secured financing to consumers ("Account Debtors") who purchase motor vehicles, and Contractor is a repossession services company that provides vehicle recovery services to secured creditors.
- B. Credit Acceptance has agreed to assign specific vehicles ("Vehicle" or "Vehicles") to Contractor, and Contractor has agreed to provide appropriate labor, material, and services to repossess those vehicles ("the Services") in accordance with the terms of this Agreement and applicable law.
- C. The parties intend and agree that the relationship established by this Agreement shall be solely that of independent contractor and does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever. Neither party is granted any right to create any obligation or responsibility or to make representations, expressed or implied, on behalf of, or in the name of, the other party to bind the other party in any manner or thing whatsoever.
- D. The parties understand and agree that Credit Acceptance is not assigning its interest in the Vehicle or the underlying debt to Contractor when it refers Vehicles to Contractor for repossession.

2. SERVICES

- A. Contractor will use its best efforts to repossess all Vehicles referred to it by Credit Acceptance in a timely and professional manner and in accordance with industry standards.
- B. Contractor will provide the Services and related activities in accordance with the Service Level Requirements attached hereto as Exhibit A.
- C. Contractor will determine the appropriate time, place, and manner for repossessing each Vehicle referred by Credit Acceptance.
- D. Contractor will notify Credit Acceptance of each repossessed Vehicle, using an internet platform, web portal, or any other data transfer mechanism prescribed by Credit Acceptance ("the Communication Network"), no later than 24 hours after such Vehicles are repossessed.

When the Communication Network is unavailable, Contractor will provide such notice of repossession orally by telephone within 24 hours after Vehicles are repossessed.

- E. Contractor will use its best efforts to ensure that ignition systems, drive train and steering columns on Vehicles are not damaged during the course of repossession.
- F. Contractor agrees to store and protect all repossessed Vehicles, and hold them in trust for Credit Acceptance, until such time as the Vehicles are delivered to a specified auction site, or retrieved by an Account Debtor.
- G. Contractor agrees to store and protect any personal property or other items contained in the Vehicles at the time of repossession; to provide Account Debtors with reasonable access to such personal items; and maintain a working telephone number through which Account Debtors can make arrangements to retrieve such personal items during reasonable business hours. After any legally prescribed retention period, Contractor will dispose of such personal items as required by applicable law or, in the absence of any such law, as Contractor reasonably elects.
- H. If any Vehicle is damaged during the course of repossession or at any other time after repossession, and before delivery to an auction or other site specified by Credit Acceptance, Contractor will be responsible for the full cost of restoring the vehicle to its condition immediately prior to repossession. If Contractor fails or refuses to repair such damage within a reasonable amount of time after the date of repossession, Credit Acceptance will have the right to take possession of the vehicle, repair the damage, and recover from Contractor any costs or fees incurred in doing so. In the event of the total loss of a Vehicle, Contractor agrees to remit to Credit Acceptance the fair market value of the Vehicle. The fair market value shall be the greater of any insurance proceeds received by Contractor for claims related to the Vehicle or the most recent N.A.D.A. Base Average Trade-In Value of the Vehicle, adjusted for mileage, region or state, trim package and options.
- I. Unless Credit Acceptance instructs otherwise, Contractor will have all repossessed Vehicles transported to an auction or other site specified by Credit Acceptance, or have it released to a transportation company specified by Credit Acceptance, and notify Credit Acceptance of the stock number assigned by such auction or transportation company, within five (5) calendar days after the date of repossession (unless applicable law specifically requires the vehicle to be held longer).
- J. Contractor will make all documents related to the transportation of repossessed Vehicles available to Credit Acceptance through the Communication Network.
- K. Contractor will not enter into any contract or agreement with any Account Debtor on behalf of Credit Acceptance.
- L. Contractor will not bring any legal action for repossession against any Account Debtor.
- M. Contractor agrees to complete a Condition Report for each repossessed Vehicle in the form and manner reasonably prescribed by Credit Acceptance.
- N. Contractor agrees to inquire about the accuracy of the mileage on the vehicle's odometer at the time of repossession whenever circumstances reasonably permit such inquiry, and to record the results of such inquiries on the Condition Report.

- O. Except as otherwise provided in this Agreement, Contractor will not delegate or assign any of its responsibilities under this Agreement to any third party, including sub-contractors, without receiving prior written consent from Credit Acceptance.
- P. Contractor will take all necessary action to ensure that it is always able to receive and respond accordingly to communications from Credit Acceptance through the Communication Network, twenty-four hours per day and seven days per week including holidays.
- Q. Credit Acceptance reserves the right to terminate any assignment to repossess a Vehicle at any time prior to Contractor's actual possession of such Vehicle. Upon such a termination, Contractor shall immediately cease all efforts to repossess the Vehicle. After any such termination, Credit Acceptance shall have no liability to Contractor for any fees or expenses arising out of the terminated assignment.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY CREDIT ACCEPTANCE

- A. Credit Acceptance warrants, represents and agrees that it will not refer any Vehicle to Contractor for repossession unless Credit Acceptance has the right to immediate possession of such Vehicle.
- B. To assist Contractor in the recovery of Vehicles, Credit Acceptance will provide Contractor with any information Credit Acceptance has about each Vehicle at the time of each referral, and it will provide updates to Contractor if any new information is obtained after each referral.
- C. Credit Acceptance may, at its sole discretion, elect to waive particular fees or penalties, due to circumstances outside of the Contractor's control (inclement weather, etc).

4. REPRESENTATIONS, WARRANTIES AND AGREEMENTS BY CONTRACTOR

- A. Contractor is an independent contractor and, therefore, it will not represent itself to be an agent, employee, or affiliate of Credit Acceptance.
- B. Contractor has obtained all licenses, and posted all bonds, required by law. Contractor will promptly provide Credit Acceptance with a copy of all such licenses and bonds each time they are renewed and also upon reasonable request by Credit Acceptance.
- C. At a minimum, Contractor has and will continue to maintain in force bonds acceptable to Credit Acceptance and insurance policies issued by a licensed insurance company authorized to bind coverage in the states in which Contractor operates, with Credit Acceptance named as an additional insured/certificate holder, in the amounts and types specified in Exhibit B attached hereto. Contractor will provide Credit Acceptance with proof of such bonds and insurance upon binding of coverage or as requested. Contractor must give notice to Credit Acceptance in writing of any changes to its insurance policies. Contractor must provide to Credit Acceptance proof of its insurance coverage immediately after each renewal and promptly upon Credit Acceptance's request.

- D. Contractor will provide Credit Acceptance a full list of all of its vehicles used for purposes of repossession. Additionally, Credit Acceptance may ask for detailed information on any such vehicles, including but not limited to VIN numbers and photographs.
- E. Contractor fully complies with all local, state and federal laws pertaining to the collection of debts and the repossession of personal property. Contractor will comply with all such laws in connection with any Vehicles assigned to Contractor for repossession including, but not limited to, those relating to trespass, breach of the peace, consumer protection, and personal property rights.
- F. Contractor will not allow its employees, agents, or sub-contractors to hold, store, or carry any weapons on their person or in their vehicles.
- G. Contractor will not knowingly hire any convicted felons to perform any Services or related activities.
- H. Contractor will perform criminal background checks on all prospective employees.
- I. Contractor will not harass Account Debtors and shall not engage in any form of tortious or criminal conduct before, during, or after the repossession of Vehicles referred by Credit Acceptance.
- J. Except as otherwise instructed in writing by Credit Acceptance, Contractor will use its best efforts to avoid communication or other contact with Account Debtors before and during its efforts to repossess any Vehicle. Contractor will not call or send letters to Account Debtors. Contractor will not communicate any information about Account Debtors to any third parties, except as otherwise provided in this Agreement. Prohibited communications include, but are not limited to, calling an Account Debtor's employer to confirm employment, and/or calling a reference. When in doubt about whether a communication may be prohibited, Contractor should obtain Credit Acceptance's consent before contacting a third party.
- K. Contractor agrees to immediately notify Credit Acceptance in writing of any complaints or inquiries received from Account Debtors or from any local, state, or federal governmental body or authority, which relate to the Services contemplated this Agreement.
- L. Contractor will maintain current contact information on the Communication Network, including Contractor's correct telephone numbers (during and after business hours), fax number, and email address. Contractor will promptly update the Communication Network anytime it changes any component of its contact information.
- M. Contractor agrees that it will not use Credit Acceptance's Trademarks in any manner that might tarnish, disparage, or reflect adversely on such Trademarks or Credit Acceptance. Contractor will not contest or otherwise challenge (i.e., in any legal action or otherwise), or assist or encourage any other person or entity to contest or challenge, the validity of any of Credit Acceptance Trademarks or the Trademark rights claimed by Credit Acceptance. Contractor will not use any Credit Acceptance Trademark or any variant thereof including misspellings) as a domain name or as part of a domain name regardless of the top-level domain, or as a meta tag, keyword, or any other type of programming code or data. Contractor may not at any time, adopt or use, without Credit Acceptance's prior written consent any word or mark which is similar to or likely to be confused with Credit Acceptance's Trademarks. Contractor may not use a Credit Acceptance trademark, logo,

image or other proprietary graphic of Credit Acceptance to link to the Credit Acceptance website without the prior written consent of Credit Acceptance. For the purposes of this Agreement, the term "Trademark(s)" means all common law or registered trademarks, logos, service marks, trade names, Internet domain names, or other indications of origin now or in the future used by Credit Acceptance.

5. COMPLIANCE WITH APPLICABLE LAW

- A. Contractor understands and acknowledges that Credit Acceptance is a regulated entity engaged in the business of providing financial services and products to consumers, and is subject to the supervisory authority of the Consumer Financial Protection Bureau.
- B. Contractor understands and acknowledges that it will provide a material service to Credit Acceptance in connection with its provision of financial services and products to consumers and is, therefore, also subject to the supervisory authority of the Consumer Financial Protection Bureau.
- C. Contractor represents and warrants that its employees, agents, and service providers with compliance-related responsibilities understand and are capable of complying with Applicable Law (as defined below) and will comply with Applicable Law at all times during the term of this Contract. Contractor will be responsible for any damages or losses that Credit Acceptance incurs as a result of Contractor's failure or alleged failure to comply with Applicable Law.
- D. Contractor represents and warrants that it has implemented, and will maintain at all times during the term of this Contract, appropriate policies, procedures, training, and internal controls to ensure its employees, agents, and service providers comply with Applicable Law. Upon reasonable request by Credit Acceptance, Contractor will provide copies of such policies, procedures, training materials, and internal controls, and any reports or other data Contractor maintains to monitor and measure compliance with Applicable Law.
- E. For purposes of this section 5, "Applicable Law" means all federal, state, and local statutes, regulations, and rules that govern the business activities conducted by Credit Acceptance and Contractor, including, but not limited to:
 - (1) Consumer financial laws that govern the origination and servicing of consumer financial products and services;
 - (2) Debt collection laws that govern the method and manner by which debts can be collected from consumers;
 - (3) Personal property laws that govern the rights of personal property owners and the responsibilities of creditors, contractors, and other entities that have possession, custody, or control of personal property owned by another;
 - (4) Privacy laws that govern the collection, maintenance, and use of personal information about consumers; and
 - (5) Credit reporting laws that govern the furnishing and use of information about consumer creditworthiness.

6. CONFIDENTIALITY/SECURITY

- A. Credit Acceptance may provide Contractor with certain nonpublic personal information about Account Debtors, which information is required by law to be protected by Credit Acceptance and Contractor. For purposes of this Agreement, the term "nonpublic personal information" shall have the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (15 U.S.C. 6809) and the regulations implementing such act.
- B. Contractor acknowledges that Credit Acceptance and Contractor each have a responsibility to each Account Debtor to keep nonpublic personal information about them and their accounts strictly confidential. Contractor shall not disclose or use any nonpublic personal information about an Account Debtor other than to carry out the purposes of this Agreement and then only pursuant to the exceptions set forth in 15 USC 6802(e) and accompanying regulations, which disclosures are made in the ordinary course of business.
- C. Contractor further acknowledges that Credit Acceptance and Contractor each have a responsibility to maintain appropriate information security programs and measures designed to ensure the security and confidentiality of nonpublic personal information about its Account Debtors and that such responsibility extends to those parties who may come into possession, or have access to, such information; which parties may include Contractor. Contractor represents and warrants that it maintains and will continue to maintain appropriate administrative, technical and physical safeguards regarding such nonpublic personal information (whether in electronic, paper or other form) that include the elements set forth in 16 CFR §314.4 and which safeguards shall be reasonably designed to: 1) insure the security and confidentiality of such information; 2) protect against any anticipated threats or hazards to the security or integrity of such information; and 3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Account Debtor. Failure to maintain appropriate information security safeguards is a breach of this Agreement.
- D. Credit Acceptance or its designee may, from time to time, request copies of Contractor's information security program and may audit the security program and safeguards maintained by Contractor at any reasonable time and place designated by Credit Acceptance.

7. COMPENSATION

- A. Each assignment to repossess a Vehicle is on a contingency fee basis only. As compensation for services rendered pursuant hereto, Contractor shall be paid for each completed assignment as outlined in Exhibit C.
- B. Contractor will have the opportunity to receive performance-based bonuses for vehicles successfully repossessed and delivered to auction. The bonus structure is described in the Welcome Packet, Contractor will receive upon execution of this Agreement. Credit Acceptance reserves the right in its sole discretion to change or discontinue the performance bonus program at any time.

- C. Credit Acceptance will not be obligated to compensate Contractor in any amount if Credit Acceptance cancels an assignment, or Contractor rejects an assignment.
- D. Contractor must deliver invoices for completed assignments to Credit Acceptance within 14 days after the date of repossession. Such invoices must be delivered through the Communication Network. Contractor understands and agrees that Credit Acceptance will have no obligation whatsoever to pay any invoice (for the repossession) that is not delivered to Credit Acceptance using the Communication Network within 14 days after the date of repossession.
- E. Payments will be made to the Contractor in the manner selected by Credit Acceptance. If Credit Acceptance chooses to make payments via ACH, it will notify the Contractor, and Contractor will immediately provide all information necessary to transfer payments via ACH to Contractor's deposit account.
- F. In the event the Account Debtor redeems a Vehicle, the Contractor shall not charge the Account Debtor any fees or charges relating to the redemption of the Vehicle or any personal property contained therein, except Contractor may require the Account Debtor to pay any costs that the Contractor actually and reasonably incurred in storing the Account Debtor's personal property if permitted by applicable law.

8. TERM AND TERMINATION

- A. This Agreement is effective as of the date it is executed by Credit Acceptance and remains in full force and effect until it is terminated in accordance with the subsections below.
- B. Any party may terminate this Agreement at any time by providing oral or written notice of termination to the other party. This Agreement shall terminate immediately upon receipt of such notice by either party, and no additional fees or costs will be charged or recoverable, except Contractor will be obligated to comply with all of the requirements set forth in section 8D of this Agreement below, and have a right to be compensated for services rendered pursuant thereto in accordance with the terms and conditions of this Agreement.
- C. Notwithstanding paragraph 8B above, the indemnification provisions in Section 11 below shall survive termination of this Agreement.
- D. Upon termination of this Agreement, Contractor will do each of the following:
 - (1) Immediately discontinue efforts to repossess any Vehicles referred by Credit Acceptance;
 - (2) Transport, or make available for transport, Vehicles repossessed by Contractor prior to termination of this Agreement to a location designated by Credit Acceptance, within 3 days after receiving a written request to do so from Credit Acceptance;
 - (3) Return to Credit Acceptance any and all documents relating to Vehicles and Account Debtors; and
 - (4) Submit any unpaid invoices to Credit Acceptance, within 5 days after this Agreement is terminated.

9. RIGHT TO INSPECT PREMISES

Contractor agrees that Credit Acceptance shall have the right, with prior notice, to inspect the Contractor's premises to determine if the Contractor is complying with its obligations under this Agreement. Contractor shall make its premises available to Credit Acceptance for and during each inspection, and shall have the right to witness each inspection.

10. RECORD KEEPING

Contractor shall maintain for a minimum of six (6) years all records pertaining to any and all services rendered on behalf of Credit Acceptance. The Contractor shall make all such records available for audit and inspection by Credit Acceptance during reasonable business hours, and any discrepancies found as a result of such inspection shall be promptly adjusted. The Contractor shall be responsible for maintaining an accurate inventory of Vehicles in its or its agent's possession. Upon request from the Credit Acceptance and/or at reasonable intervals, the Contractor shall report the status of said inventory by model and model year.

11. INDEMNIFICATION

- A. Contractor agrees to indemnify, defend and hold harmless Credit Acceptance, its affiliates, related companies, parents, subsidiaries, past and present directors, past and present officers, past and present employees and assigns from and against any and all losses, damages, claims, allegations and actions arising out of or relating to the repossession or attempted repossession of a Vehicle. Such claims could include, but shall not be limited to claims, allegations and actions alleging loss of personal property; damages to or loss of property and personal property; personal injury; death; breach of the peace; emotional damages; and invasion of privacy. This Section shall apply to all claims, allegations and actions, committed or alleged to have been committed by Contractor, its agents, servants and employees or subcontractors (whether engaged by Contractor or another subcontractor) including subcontractor's agents, servants and employees, in connection with any Vehicle referred to Contractor by Credit Acceptance.
- B. Contractor agrees to indemnify, defend and hold harmless Credit Acceptance, its affiliates, related companies, parents, subsidiaries, past and present directors, past and present officers, past and present employees and assigns from and against any and all costs, losses and damages that arise from claims and actions brought against Credit Acceptance by Contractor's agents, servants, employees and subcontractors (whether engaged by Contractor or another subcontractor) including subcontractors agents, servants and employees.
- C. Contractor agrees to indemnify, defend and hold harmless Credit Acceptance, its affiliates, related companies, parents, subsidiaries, past and present directors, past and present officers, past and present employees and assigns from and against any and all costs, losses and damages as a result of Contractor's breach of this Agreement.

- D. Credit Acceptance agrees to indemnify, defend and hold harmless Contractor from any and all losses, damages, claims and actions asserted against Contractor that relate solely to allegations that Credit Acceptance did not have a lawful right to repossess the Vehicle.
- E. In the event any claim or demand is made, or any action is filed against one party to this agreement that is subject to indemnification by the other party (such party is referred to as the "Indemnifying Party"), such first party shall immediately notify the Indemnifying Party at the address set forth below on the signature page of this Agreement, unless otherwise changed in a writing to the other party, who shall be permitted, authorized and agrees to undertake the defense thereof. Should the Indemnifying Party fail, neglect or refuse to undertake the defense of any claim or action, the Indemnifying Party agrees to pay to such other party all reasonable costs and attorneys' fees incurred by such party in defending such claim or action and, in any event, agrees to forthwith satisfy any judgment recovered against such party for claims subject to indemnification under this Agreement.
- F. Indemnification under this Section 11 shall include all expenses of litigation, including reasonable attorney fees.

12. SUBCONTRACTORS

Contractor will not utilize subcontractors to perform the Services or any material tasks related to the Services.

13. MISCELLANEOUS

- A. Credit Acceptance and Contractor agree that this Agreement contains the entire agreement between Credit Acceptance and Contractor with respect to the subject matter of this Agreement and may not be amended orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or extension is sought.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- C. The headings of the sections of this Agreement are for convenience only and shall not limit or otherwise affect the meaning of this Agreement.
- D. Contractor acknowledges, and agrees to inform all of its employees, agents, and subcontractors that telephone calls to and from Credit Acceptance may be monitored or recorded. By participating in telephone calls with Credit Acceptance, all parties consent to such monitoring or recording of those calls.
- E. Wherever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

- F. Except as otherwise expressly provided in this Agreement, all remedies in this Agreement are cumulative and in addition to (not in lieu of) any other remedies available to a party at law or in equity.
- G. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and legal representatives and, with consent, their respective assigns. This Agreement shall not be assignable by either party without prior written consent of the other party. Any purported assignment without said consent shall be null and void without any legal force or effect whatsoever.
- H. No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless the waiver or consent shall be in writing and signed by the party claimed to have waived or consented thereto. No consent by any party to waiver of a particular breach, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- I. The prevailing party shall receive from the other party all reasonable costs, expenses and reasonable attorneys' fees incurred by the prevailing party in enforcing the terms of this Agreement.

The parties have caused their duly authorized representatives to enter into this Agreement effective as of the latest date of execution stated below.

Executed this 11 day of March, 2014

CREDIT ACCEPTANCE CORPORATION

By: [Signature]
(Signature)

Printed Name: Jeffrey Michael Brock

Title: Senior Vice President - Loan Servicing

Address: 25505 West Twelve Mile Rd
Suite 3000

Southfield, MI 48034-8339
Phone: (248) 353-2700

Executed this 11 day of April, 2014

James For Allied, LLC
CONTRACTOR NAME (Print)

By: [Signature]
(Signature)

Printed Name: James

Title: Managing Member

Address: Box 557

SPF MO 65801

Phone: 417-763-9572

Corporation, Sole Proprietorship, Partnership,
Other LLC (circle one)

Exhibit A: Service Level Requirements

Item	Requirements	Failure to meet Service Level
Days to Invoice	<ul style="list-style-type: none"> 14 calendar days from repossession date 	<ul style="list-style-type: none"> First failure communicated via electronic, voice or written notification and the invoice may not be paid. Subsequent failures communicated via electronic, voice or written notification and the invoice may not be paid. Additionally it may result in Credit Acceptance terminating one or more assignments, and/or may terminate the contract.
Delivery to Auction	<ul style="list-style-type: none"> Vehicle is expected at the approved auction in 5 calendar days Transportation coordination will be provided by the repo contractor to the approved auction Transfer or Vehicle form must be completed and imaged directly in the Communication Network 	<ul style="list-style-type: none"> First failure communicated via electronic, voice or written notification. Second failure communicated via electronic, voice or written notification. Third failure communicated via electronic, voice or written notification and Credit Acceptance may terminate one or more assignments, and/or may terminate the contract.
Key delivery	<ul style="list-style-type: none"> If keys are cut or received from the Account Debtor, they will be zip-tied to steering column prior to delivery to auction Transfer of Vehicle form must be completed and imaged directly in the Communication Network Credit Acceptance will not be required to pay any fee to Contractor for keys that are not fully operational and pre approved 	
Hours to Report the repossession	<ul style="list-style-type: none"> 24 hours 	
Account Updates	<ul style="list-style-type: none"> Must be able to receive account updates 24 hours a day, 7 days a week thru the Communication Network 	
Secure Voluntary	<ul style="list-style-type: none"> 3 calendar days 	
Secure Abandoned	<ul style="list-style-type: none"> 5 calendar days 	
Accept/Reject Assignment	<ul style="list-style-type: none"> As soon as received, but no later than 3 calendar days 	
Updates	<ul style="list-style-type: none"> 24 hours Within 5 calendar days if vehicle is not secured Minimum of one update every 10 business days thereafter for the first 60 days (where in open status) After 60 days, as necessary 	
Insurance	<ul style="list-style-type: none"> 14 calendar days from expiration 	
State of NY - Notice of Repossession requirements	<ul style="list-style-type: none"> Must load a copy of the mv327 to each repossessed account the Communication Network within 3 days of sending the notice. Must send written notice of repossession to consumer within 24 hours of repossession via certified mail. Must load a copy of each notice on the Communication Network within 3 days of sending the notice. 	

Notwithstanding anything to the contrary in this Exhibit A or in this Agreement, Credit Acceptance is not obligated to provide the warnings contemplated in Exhibit A. Credit Acceptance reserves the right to, in lieu of giving the warnings contemplated in Exhibit A, exercise any of its termination rights set forth in this Agreement at any time.

Exhibit B: Insurance Requirements

Contractor hereby covenants, warrants and represents:

1. Contractor will obtain and at all times during the term of this Agreement maintain the following insurance coverage:
 - A. Comprehensive or collision, fire and theft insurance covering property repossessed by Contractor in the amount of \$40,000 per occurrence.
 - B. Bodily Injury, Property Damage, and Personal Injury insurance covering any liability arising out of the repossession or operation by the Subcontractor of any repossessed property in the amount of \$300,000 per occurrence and \$1,000,000 in the aggregate, including umbrella or excess insurance.
 - C. Insurance protecting Credit Acceptance from liability for negligent acts or omissions of Subcontractor, including liability arising from Subcontractor's negligent conversion and negligent trespass in the amount of \$300,000 per occurrence and \$1,000,000 in the aggregate, including umbrella or excess insurance.
 - D. Dishonesty bond in the amount of at least \$10,000
 - E. Any additional insurance coverage that may be required by applicable law in any state in which Subcontractor conducts business.
 - F. Any additional insurance coverage that may be required by the Contractor, within 30 days after Credit Acceptance gives the Contractor written notice of the additional insurance coverage requirements.
2. Upon request, Contractor will certify in writing to Credit Acceptance that the Contractor is covered and that all bonds and/or insurance policies are currently in effect. The certification must include the amount and type of the coverage(s), names of the insurance providers, the policy numbers and the expiration date of such coverage(s), or that such coverage information has not materially changed since the effective date of this Agreement or the prior year's certification, as the case may be.
3. From time to time, Credit Acceptance may require additional coverage. If Credit Acceptance requires additional coverage it will provide the Contractor with the specific additional coverage requirements. The Contractor will promptly review the requirements and will either obtain the additional coverage within 30 days or advise Credit Acceptance, in writing, of the basis of its objection. If the parties cannot agree on the requirement for additional coverage then either party may terminate this Agreement by providing the other party with 30 days written notice of its decision to terminate this Agreement.

Exhibit C: Compensation Rates

	Service Description	Service Details	Fee Schedule
Repossession	Involuntary Repossession		\$240
	Voluntary Repossession		\$175
	GPS Repossession		N/A
	Native American Repossession		\$0
	Impound Repossession (must be approved for pick-up)	Credit Acceptance will be responsible for all cost relating to the release of a vehicle from the local authorities, impound, repair shops, etc.	N/A
Transportation	Transportation Fees	Credit Acceptance will pay the auction to transport the vehicle.	N/A
MISC	Condition report and pictures only	Credit Acceptance request that a condition report be completed and a minimum of 8 pictures taken of a vehicle (outside and inside of vehicle (back, front, sides) odometer and under the hood.	N/A
	Vehicle is Found Abandoned	Contractor will provide name, address and phone number for the facility housing the vehicle	\$75
	Drop Vehicle Fee	Credit Acceptances request that you leave a vehicle that is in your possession	\$75
	State Sales Tax as applicable-cost		Cost
	Storage		Free
	Redemption		\$50
	Keys	Must be pre-approved and fully functional	N/A